

EXHIBIT 1

STIPULATION REGARDING BATTERY INSPECTION

The parties, Dennis Gromov and Belkin International, Inc., have agreed to the following procedures related to the inspection of Gromov's Belkin power bank, charging cords, and Samsung Galaxy S6 Edge (the "*Testing Materials*"):

1. The Testing Materials will be transported by UPS or FedEx only. No other means of transportation will be used.

2. Each step in the chain of custody will be documented using the form attached hereto as Attachment A. Each person handling the Testing Materials will complete this form, sign it, and send a copy to Gromov's counsel.

3. Gromov or the person preparing the Testing Materials for shipping on Gromov's behalf will video record the packaging of the Testing Materials, including the sealed package with the address label visible. Belkin's expert will video record the entire test, including to show the physical condition of the Testing Materials upon opening the shipment and the sealing of the Testing Materials in the return shipment. Both videos will be retained for possible consultation later in this proceeding.

4. At the conclusion of the test, the Testing Materials will be returned to Gromov's counsel. All original copies of the chain-of-custody forms will be physically maintained with the Testing Materials for future use if needed.

5. Belkin's expert(s) will be conducting the tests and designing their parameters. Gromov is producing his Testing Materials for inspection. However, in producing the Testing Materials, Gromov does not necessarily agree with the design of the tests, does not necessarily agree that the tests will be conducted correctly, and does not necessarily agree that any results would be admissible.

6. The parties agree that—as with any shipping—there is a small risk of damage or loss. This risk falls entirely on the shipping company or Belkin (to the extent caused the damage or loss), unless Gromov or his agents are responsible for intentionally or recklessly causing the damage or loss in connection with the shipping process. In the event that the shipping company loses or damages the Testing Materials, or in the event of any other shipping mishap, Belkin will not assert the fact that there has been damage or loss against Gromov in any way. For example, if the Testing Materials are lost during shipping, Belkin will not make an issue of Gromov's inability to produce the Testing Materials at trial, or of its own inability to test the Testing Materials.

7. The parties also agree that there is a risk that the testing by Belkin's experts could damage, degrade, or destroy the Testing Materials; or the Testing Materials could suffer a different mishap (e.g., be destroyed by fire at the laboratory). Belkin will not assert that any such testing mishap was the fault of Gromov and any resulting inability to conduct testing will not form the basis of any argument by Belkin adverse to Gromov's claim. In the event of any such testing mishap, Gromov will be permitted to argue that he was not able to further test the Testing Materials.

8. Each person who handles the Testing Materials during testing will sign the personal injury waiver attached as Attachment B and return it to Gromov's counsel.

William E. Cash III
on behalf of Dennis Gromov

Katelyn VanDoorne
BAKER & MCKENZIE LLP
300 East Randolph Street, Suite 5000
Chicago, IL 60601
Telephone: (312) 861-3700
katelyn.vandoorne@bakermckenzie.com

Edward Totino (admitted *pro hac vice*)
Nancy Nguyen Sims (admitted *pro hac vice*)
BAKER & MCKENZIE LLP
10250 Constellation Blvd., Ste. 1850
Los Angeles, CA 90067
Telephone: (310) 210-4725
edward.totino@bakermckenzie.com
nancy.sims@bakermckenzie.com

*Counsel for Defendant
Belkin International, Inc.*

ATTACHMENT A
CHAIN OF CUSTODY FORM

Use this form to document each change of custody of the Testing Materials.

Sending person	
Organization or firm	
Physical address	
Shipment means (e.g., FedEx 2-day)	
Tracking number	
Date and time tendered to shipper	
Signature of sending person	
Date and time of signature	

Receiving person	
Organization or firm	
Physical address	
Date and time shipper tendered package to receiving person	
Signature of receiving person	
Date and time of signature	

Maintain the original copy of this form with the Testing Materials. Send a copy to **bcash@levinlaw.com**.

**ATTACHMENT B:
PERSONAL INJURY WAIVER**

Each person who comes into physical contact with the Testing Materials must sign this form before handling or testing it.

I, _____, am fully aware of the risks and hazards connected with the participation in this event: inspection of Gromov's Testing Materials, including physical injury, property damage, and death, and I hereby elect to voluntarily participate in this event, knowing that the associated physical activity may be hazardous to me and or my property. I voluntarily assume full responsibility for any risks or loss, property damage, or personal injury that may be sustained by me, or loss or damage to property owned by me, as a result of participation in this property inspection.

I hereby on behalf of myself, heirs, successors, assigns, attorneys, agents, and all other persons who are now or may hereafter become entitled to assert claims derived from or on my behalf, release, waive, and discharge Gromov and all of his attorneys and their firms, from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, that may be sustained by me, or to any property belonging to me, while participating in the inspection, or while on or upon the premises where the event is being conducted. I also agree to hold harmless and to indemnify Gromov and all of his attorneys and their firms in the event anyone asserts any type of claim described above.

In signing this waiver, I acknowledge and represent that I have read the foregoing and understand it and sign it voluntarily.

Print name: _____
Sign: _____
Date: _____

Send the completed form to **bcash@levinlaw.com**.